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4 BILL NO. S-77-01- 39.

5 SPECIAL ORDINANCE NO. S- 41-77

6 AN ORDINANCE approving a contract  
7 with T. & F. Construction Corp. of  
8 Indiana, for installation of street  
lighting.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:


11 SECTION 1. That the contract dated January 17, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and T. & F. Construction Corp. of Indiana,  
14 for:

15 Installation of street lighting with underground  
16 wiring on Pemberton, Randalia and Forest,

17 \$5,069.50

18 for an estimated total cost of \$10,917.57, of which the City will  
19 pay approximately \$6,253.22 from the Lighting Fund and the maximum  
20 of \$0.02 per square feet be paid by property owners under the  
21 Barrett Law, all as more particularly set forth in said Contract  
22 which is on file in the Office of the Board of Public Works and  
23 is by reference incorporated herein, made a part hereof and is  
24 hereby in all things ratified, confirmed and approved.

25 SECTION 2. This Ordinance shall be in full force and  
26 effect from and after its passage and approval by the Mayor.

27  
28  
29  
30   
Councilman

31  
32  
33 APPROVED AS TO FORM  
AND LEGALITY,

34   
CITY ATTORNEY  
35

Read the first time in full and on motion by Mrs. Hinga, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 1-25-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Mrs. Hinga, seconded by Hinga, and duly adopted, placed on its passage.

PASSED [~~lost~~] by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 2-8-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 241-77 on the 8th day of Feb, 1976.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-01-39

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with T. & F. Construction Corp. of Indiana,  
for installation of street lighting

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

2-8-77 CONCURRED IN  
DATE \_\_\_\_\_

*W. C. Moses, Jr.*  
*D. J. Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Samuel J. Talarico*

PROJECT ST. Jude's Perimeter

## BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER  
FORT WAYNE INDIANA

DATE \_\_\_\_\_ RES. NO. 120-1976

MATERIAL 125 W. Merc

CONTRACTORS			ESTIMATE	EXTENSION	T&F Construction Company		Schmidt Electric, Incorporated		I. G. Gilbert Corp.		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID								
1,340	Ft.	Trenching, 20" Depth	0.90	1,206.00	.70	938.00	0.80	1,072.00	0.90	1,206.00								
255	Ft.	1 1/2" Plastic Conduit	3.15	803.25	2.50	637.50	1.90	484.50	4.00	1,020.00								
		Pushed or Bored under walks, trees, drives																
180	Ft.	1 1/2" Steel Piped or bore under streets	3.80	684.00	3.00	540.00	3.00	540.00	5.00	900.00								
18	Each	175 Watt T&C Luminaire & Lamp	15.00	270.00	13.00	234.00	14.00	252.00	15.00	270.00								
18	Each	16' Black Aluminum Pole	42.50	765.00	33.00	594.00	38.00	684.00	59.00	1,062.00								
1	Each	10' Riser Section	20.00	20.00	20.00	20.00	25.00	25.00	95.00	95.00								
280	Sq. Ft.	Concrete Sidewalk Remove & Replace	2.45	686.00	2.00	560.00	1.90	532.00	2.50	700.00								
1,900	L.F.	2/C #14 Cable in trench or conduit	0.25	475.00	0.30	570.00	0.32	608.00	0.15	285.00								
1,340	L.F.	Landscaping	0.30	402.00	0.15	201.00	0.18	241.20	0.60	804.00								
		Remove concrete Base & backfill with 13" Barrow	50.00	650.00	35.00	455.00	25.00	325.00	29.00	377.00								
13	Each	Remove Ornamental post & fixture	29.50	383.50	20.00	260.00	20.00	260.00	21.00	273.00								
1	L.S.	Close Arc Circuit (incl. trench)		150.00	15.00	15.00	240.00	240.00		75.00								
1	Span	S.L. Conductor	14.00	14.00	25.00	25.00	20.00	20.00	8.00	8.00								
1	Each	Remove Mast Arm & Fixture	21.40	21.40	20.00	20.00	20.00	20.00	25.00	25.00								
		Total Bid		6,530.15		5,069.50		5,303.70		7,100.00								
		Materials Furnished by City		4,693.07		4,693.07		4,693.07		4,693.07								
		Labor by City Forces		45.00		45.00		45.00		45.00								
		Engineering & Inspection		1,070.00		1,070.00		1,070.00		1,070.00								
		Advertising		40.00		40.00		40.00		40.00								
		Total Contract		12,378.22		10,917.57		11,151.14		12,948.07								

642  
CONTRACT - 120-76

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss

THIS AGREEMENT AND INDENTURE made and entered into this,  
the 17 day of January 1977, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

T. & F. Construction Corp. of Indiana

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the 22nd day of December, 1976.  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

Installation of street lighting with underground wiring on

Pemberton, Randalia and Forest. (\$5,069.50)

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Nursula Muller  
ATTEST: Clerk

\_\_\_\_\_  
MAYOR

Approved in Form & Legality

By: Harvey J. Parker  
Corporation City Attorney

BOARD OF PUBLIC WORKS

Henry P. Wehenberg  
May G. Scott

CONTRACTOR: \_\_\_\_\_

T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber  
President.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1,340	Ft.	Trenching, 20" Depth	0.70	938.00
255	Ft.	1 1/2" Plastic Conduit Pushed or bored under walks, trees and drives	2.50	637.50
180	Ft.	1 1/2" Steel pushed or bored under streets	3.00	540.00
18	Ea.	175 W. T&C Luminaire and Lamp	13.00	234.00
18	Ea.	16' Black Aluminum Pole	33.00	594.00
1	Ea.	10' Riser Section	20.00	20.00
280	Sq.Ft.	Concrete Sidewalk Remove and Replace	2.00	560.00
1,900	L.F.	2/C #4 cable in trench or conduit	0.30	570.00
1,340	L.F.	Landscaping	0.15	201.00
13	Ea.	Remove concrete base & backfill "B" Barrow	35.00	455.00
13	Ea.	Remove ornamental post & fixture	20.00	260.00
1	L.S.	Close arc circuit (includes trenching)	15.00	15.00
1	Span	S. L. Conductor	25.00	25.00
1	Ea.	Remove Mast arm and fixture	20.00	20.00
Total Bid				\$ 5,069.50
Materials Furnished by City				
Labor by City forces				
Engineering & Inspection				
Advertising				
Total Contract				
Bid based on using #73 stone for backfill around poles.				



# CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F Construction Corp. of Indiana  
of Hagerstown, Indiana as principal and  
Fidelity and Deposit Company of Maryland  
of Baltimore, Maryland  
as surety, are firmly bound unto City of Fort Wayne, Indiana  
in the penal sum of (\$ 5,069.50 )  
Five thousand sixty nine and 50/100 Dollars,  
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
several heirs, executors, administrators and assigns, firmly by these presents, this 6th day of  
January 1977.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
City of Fort Wayne, Indiana  
has entered into a certain written contract dated January 6, 1977  
with the principal as named herein for the erection, construction and completion of Installation of  
street lighting with underground wiring on Pemberton and Forest situated in  
Fort Wayne, Indiana, in accordance with the plans and  
specifications approved and adopted by said Fort Wayne, Indiana  
which are made a part of this bond.

NOW THEREFORE, if the said T & F Construction Corp. of Indiana  
shall well and faithfully do and perform the same in  
all respects according to the plans and specifications adopted by the said City of Fort Wayne, Indiana  
and according to the  
time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 6th  
day of January 1977.

T & F Construction Corp. of Indiana  
By: J. L. Taber President (Seal)  
J. L. Taber  
Fidelity and Deposit Company of Maryland  
By: John W. Brown Attorney-in-fact  
John W. Brown

Approved this 17 day of January 1977.

Attest: Shirley Miller

Benny P. Wehrhans  
May G. Scott  
Official or Board.

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. PECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint **John W. Brown and Vernon Matherly, both of Richmond, Indiana, EACH**.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of **John W. Brown, et al**, dated **February 27, 1975**.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 1976.

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:



*C W Robbins*

Assistant Secretary

By

*C M Pecot Jr*

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 3rd day of August, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and swear, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



*Melinda T Harris*

Notary Public Commission Expires July 1, 1978

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

7th day of January, 1977

*W J Seath*  
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT OF T & F CONSTRUCTION - RESOL. #120-76DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE S. 77-01-39  
CONTRACT OF T & F CONSTRUCTION CORPORATION IN AMOUNT OF \$5069.50COVERS INSTALLATION OF STREET LIGHTS ON PEMBERTON, RANDALLIA AND FOREST AVE. MATERIALS  
AND ENGINEERING MAKE THE TOTAL PROJECT COST APPROXIMATELY \$10,917.57.THIS IS A BARRETT LAW PROJECT ON WHICH THE PROPERTY OWNERS WILL BE ASSESSED A  
MAXIMUM OF \$0.02 PER SQ. FT.THIS WAS THE LOW OF THREE BIDS RECEIVED.(SEE TABULATION ATTACHED)EFFECT OF PASSAGE LIGHT INSTALLATION AS PETITIONED BY PROPERTY OWNERS.EFFECT OF NON-PASSAGE INABILITY TO PROVIDE LIGHTING AS PETITIONED.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) APPROXIMATE COST TO CITY FROM  
LIGHTING FUND - \$6253.22ASSIGNED TO COMMITTEE Image